

*Helping*

Helping Australia Pty Ltd  
Website Terms and Conditions

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## RECITALS

- A. Helping Australia Pty Ltd (ABN. 42 169 804 326) ("**Helping**") operates an online platform at www.helping.com.au (the "**Website**") through which customers ("**Users**") can book a Business for the provision of cleaning services ("**Cleaning Services**"), by submitting a Booking Request. Helping then matches the most suitable Business from its database of Businesses to the Booking Request.
- B. The Business is in the business of providing Cleaning Services.
- C. Helping does not offer the Cleaning Services itself but is a third party facilitator of the contracts between the User and the Business. Accordingly, Helping can receive and confirm Users' requests for Cleaning Services, issue invoices on behalf of the Business and pass on payments to the Business.
- D. The User enters into two contractual relationships. The first contract being with Helping, governing the access to and use of the Website in accordance with the terms and conditions of this Agreement. The second contract being with the Business for the provision of the Cleaning Services ("**Cleaning Agreement**").

## AND THE PARTIES HEREBY AGREE:

### 1. Definitions and Interpretation

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- 1.1. In these Terms (including the recitals), unless the context otherwise requires:

"**Booking**" means the booking made by you on the Website for the provision of Cleaning

Services; "**Booking System**" means the online system which enables you to make a Booking;

"**Cleaning Fee**" means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by Helping from time to time;

"**Intellectual Property Rights**" means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website;

"**Payment Amount**" means the amount that you are required to pay for the Cleaning Services under your Booking;

"**Site Content**" means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

"**you**", "**your**" means you as the user of the Website.

- 1.2. In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word "person" means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australian currency;
- (i) a reference to time refers to Eastern Standard Time;
- (j) "includes" is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because these Terms are prepared

- by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

## 2. Terms and Conditions

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- 2.1. Access to and use of the Website is subject to the terms and conditions outlined in this agreement (the “**Terms**”).
- 2.2. Helping periodically reviews the Terms and reserves the right to change the Terms, without any notice to you, by updating this document. You should review this document, as available on the Website, regularly as any changes to the Terms take immediate effect from the date of the publication on this document. Your continued use of the Website after any such changes are made will be deemed to constitute your acceptance of those changes.
- 2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other websites operated by third parties that appear on the Website (“**Third Party Sites**”) are not controlled by Helping and do not form part of the Website. You agree that you will not hold Helping liable or in any way accountable for anything that occurs on any Third Party Site.

## 3. Acceptance

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- 3.1. In order to use this Website and make a Booking, you must first agree to the Terms.
- 3.2. You accept the Terms by:
  - (a) creating a User Profile; and
  - (b) clicking to accept/agree to the Terms.
- 3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:
  - (a) you are not of legal age to form a binding contract with Helping; or
  - (b) you are a person barred from entering into contracts under legislation,in which case, you must immediately leave the Website.
- 3.4. By accepting the Terms, you agree that you have carefully read and understood the Terms and agree to be bound by them.
- 3.5. If you do not understand any part of the Terms you should seek independent legal advice.

## 4. User Profile

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- 4.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking (“**User Profile**”).
- 4.2. You will be issued with a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Booking System by anyone using your username and password and any payments due for the Cleaning Services acquired through the Booking System by anyone using your username and password. You should notify us of any breach of security of your username and password immediately.
- 4.3. You must manage Bookings through the Helping platform; cancelling and rescheduling as and when needed.
- 4.4. Helping may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.

## **5. Booking System**

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- 5.1. To make a Booking you must login to your User Profile and use the Booking System to request a Booking. You will receive a Booking request confirmation receipt from Helping after submitting your Booking request.
- 5.2. Helping will then make your contact details, location, requested time and the scope of the Cleaning Service available to its Business network. An available Business will then confirm their acceptance of the Booking.
- 5.3. You are able to select a preferred Business. Helping will take your preference into account when facilitating the Cleaning Service, however a specific Business cannot be guaranteed and will depend on the Business's availability.
- 5.4. When a Booking is confirmed by a Business, Helping will issue you with an acceptance email and attach the Cleaning Agreement that constitutes the relationship between you and the Business for the provision of the Cleaning Services. Helping will not, in anyway, be involved in the Cleaning Agreement between you and the Business, aside from processing the Payment Amount on behalf of the Business and providing you with an invoice in accordance with clause 6.4.
- 5.5. If the requested Booking cannot be facilitated, Helping will arrange an alternative time for the Cleaning Service with you and a Business.
- 5.6. You are not permitted to engage the Cleaning Services of a Business other than through the Booking System on the Website.
- 5.7. The Booking System is provided on the Website to enable you to make legitimate Bookings and to make payments for those Bookings, and for no other purposes.
- 5.8. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website and the Booking System will be true and accurate at all times.
- 5.9. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.
- 5.10. Helping has the right at any time to add, change or withdraw functions available on the Website at its own discretion.

## **6. Payment**

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- 6.1. You agree that at the time of Booking, your payment details will be transferred to Helping's secure payment gateway. Helping may check the availability of funds on your nominated payment method to ensure sufficient funds are available.
- 6.2. Upon the successful completion of your Cleaning Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.
- 6.3. On receipt of the Payment Amount, Helping will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to Helping in payment of our fees and charges. No interest will be payable by Helping to you or the Business on amounts held by Helping.

- 6.4. Helpling, on behalf and in the name of the Business, will issue you with an invoice.
- 6.5. Your payments to Helpling are processed via an overseas gateway and from time to time, financial institutions or payment providers may charge an additional fee for transacting with Helpling. If this occurs, the Helpling customer care team, will at your request, arrange a refund for this fee.

## **7. Changes and Cancellations**

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- 7.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Cleaning Service is scheduled to begin.
- 7.2. If you cancel or amend a Booking between 24 and 48 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs equivalent to one hour of the Cleaning Fee. If you cancel or amend a Booking within 24 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs equivalent to two hours of the Cleaning Fee.
- 7.3. You cannot amend, extend or cancel a Booking during the performance of the Services.
- 7.4. The Cleaning Agreement shall expire once the Cleaning Services under the Booking have been performed.
- 7.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.
- 7.6. There is a minimum of three Cleaning Services of two (2) hours duration for recurring Bookings. If the recurring Booking is cancelled after only one Cleaning Service is provided, you agree to pay Helpling a fee of \$100. If the recurring Booking is cancelled after the Second Cleaning Service is provided, you agree to pay Helpling a fee of \$50. The parties agree that such fee is a genuine and reasonable estimate of the loss Helpling will suffer as a consequence of your cancellation. We reserve the right to reduce the fee payable under this clause 7.6 at our discretion.
- 7.7. In addition, the first three Cleaning Services of the recurring Bookings are to be provided within 5 weeks of the initial Booking where the recurrence is weekly and within 7 weeks where the recurrence is fortnightly. If the services are not provided during this period, Helpling reserves the right to charge its one off fee in accordance with clause 7.6 rather than a recurring booking fee.

## **8. Cleaning Services**

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- 8.1. Helpling operates the Website as a third party facilitator for the Cleaning Services and provides you with the platform to purchase the Cleaning Services.
- 8.2. Helpling is not an agent or broker for you or the Business. You enter into any transaction with a Business entirely at your own risk.
- 8.3. Helpling uses their best efforts to monitor the Cleaning Services offered by a Business. However, Helpling does not make any representation as to the safety, quality, condition or description of any products used or Cleaning Services provided by Business. Any issues regarding safety, quality, condition or description should be notified to Helpling, who will then pass the issue onto the Business designated to your Booking. You should refer to the terms and conditions of your Cleaning Agreement for further information.
- 8.4. All bookings are subject to Business availability.

## **9. Business Ratings**

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- 9.1. You can post ratings on the Website for the Cleaning Services provided (“Ratings”).
- 9.2. Ratings must be based on demonstrable facts. They must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties’ intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the User that has posted the Rating.
- 9.3. By sending in a Rating, you grant Helpling, free of charge, the usage rights to the text of the Rating without any territorial or time limitation.
- 9.4. Helpling will have the right to deal with the Rating in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.
- 9.5. Unjustified multiple Ratings, self-Ratings and other forms of Rating which attempt to have a distorting influence on the rating system are prohibited.

## **10. Termination**

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- 10.1. Helpling may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:
  - (a) you are no longer authorised to access the Website or use any other Helpling services with the email address you used to register with the Website or any other email address you possess;
  - (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms; and
  - (c) all licences granted by you and all disclaimers by Helpling and limitations of Helpling’s liability set out in the Terms or elsewhere on the Website will survive termination.
- 10.2. You may terminate this agreement by emailing Helpling at [contact@helpling.com.au](mailto:contact@helpling.com.au) Helpling will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.
- 10.3. Helpling reserves the right to deduct any outstanding fees and charges owing to Helpling and/or the Business on your User Profile prior to disabling it.

## **11. Dispute Resolution Policy**

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- 11.1. Helpling will use reasonable endeavours to mediate any dispute concerning the use of the Website.
- 11.2. Disputes in relation to the Cleaning Services carried out by a Business or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.
- 11.3. Any issues with the service must be reported to Helpling within 24 hours. You must provide us with photos of an unsatisfactory clean within 24 hours of completion.

## **12. Security of Payment**

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- 12.1. We have taken all practical steps from both a technical and systems perspective to ensure that all of your information is well protected. A secure payment gateway is used to process all transactions and credit card details. Helpling does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

## **13. Privacy**

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- 13.1. Helpling collects and stores the personal information you enter into the User Profile. The personal information collected by Helpling will be maintained in accordance with our Privacy Policy available on the Website.

13.2. You agree that Helping will disclose your personal information, including your name, address and phone number to Business in order for the Business to carry out the Cleaning Services.

## **14. Intellectual Property**

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14.1. The Site Content is protected by copyright and Helping reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website.

14.2. By accepting the Terms, you are granted a non-exclusive licence to:

- (a) view the Website;
- (b) print pages from the Website in its original form; and
- (c) download any material from the Website for caching purposes only.

14.3. You must not, without Helping's prior written consent which may be withheld at its absolute discretion:

- (a) copy, republish, reproduce, duplicate or extract Site Content;
- (b) redistribute, sell, rent or licence any Site Content; or
- (c) edit, modify or vary the Site Content.

## **15. Acceptable Use**

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15.1. You must not use, or cause this Website to be used, in any way which:

- (a) breaches any clause of the Terms;
- (b) infringes Helping's or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or
- (d) causes impairment of the availability or accessibility of the Website.

15.2. You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- (a) spyware;
- (b) computer viruses;
- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

## **16. Indemnity and Liability**

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16.1. General indemnity

You agree to indemnify Helping, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which Helping may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of the Terms.

16.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website.

16.3. Cleaning Services Liability

To the extent permitted by law, Helping will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you

or another person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning Services.

#### 16.4. Information accuracy

You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Helping does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

#### 16.5. Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

### **17. Warranties and Representations**

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- 17.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.
- 17.2. None of Helping’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

### **18. General Provisions**

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- 18.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 18.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 18.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 18.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to New South Wales and you agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

*Helping*

## Cleaning Agreement

**THIS AGREEMENT** is made on the date that the Annexure is received by the Customer.

**BETWEEN:**

The **Business**

- and -

The **Customer**

(collectively the "**Parties**").

**RECITALS**

- A. Helping Australia Pty Ltd (ABN 42 169 804 326) ("**Helping**") operates an online platform [www.helping.com.au](http://www.helping.com.au) through which Customers can book Businesses for Cleaning Services.
- B. The Businesses are cleaning services providers which are registered with Helping to provide the Cleaning Services.
- C. Helping does not offer the Cleaning Services itself but is a third party facilitator of the contracts between Customer and Businesses. Accordingly, Helping can receive and confirm Customers requests for the Cleaning Services, issue invoices on behalf of the Businesses and pass on payments to the Businesses.
- D. Customers enter into two contractual relationships, the first contract being with Helping, governing the Customers' access to and use of the website [www.helping.com.au](http://www.helping.com.au). ("Website Terms and Conditions"). The second contract being this contract between the Customer and the Business for the provision of the Services ("Agreement").
- E. Through the Website, the Customer has requested and the Business has agreed to provide the Cleaning Services in accordance with the terms and conditions of this Agreement.

**AND THE PARTIES HEREBY AGREE:**

**1. Definitions and Interpretation**

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1.1 In the interpretation of this Agreement the following words shall have the following meanings unless the contrary intention is indicated:

"**Address**" means the address where the Booked Services are to be carried out as identified in the Annexure;

"**Agreement**" means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;

"**Annexure**" means the email received by the Customer confirming the Business or the email received by the Business confirming its acceptance of the Booking acting as an annexure to this Agreement;

"**Booked Services**" means the Cleaning Services to be undertaken by the Business as defined in the Annexure;

"**Duration**" means the amount of hours that the Customer has booked the services of the Business as identified in the Annexure;

"**Booking**" means the reservation made on the Website for the Cleaning Services to be carried out at the Scheduled Time and Address for the Duration;

"**Business**" means the person or entity named as such in the Annexure;

**“Claim”** shall mean any and all present and future claims, actions, demands and rights howsoever arising out of, or in connection with the Services, including any claim for damages, complaint, action, suit, cause of action or proceedings, arbitration, debt due, cost and expense (including legal cost and expense), demand, verdict or judgment arising out of any provisions under statute, award, order or determination whether or not known at the date of this Agreement;

**“Cleaning Fee”** means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by Helping from time to time;

**“Cleaning Products and Equipment”** means the cleaning products and equipment required to effectively provide the Services;

**“Cleaning Services”** means the standard cleaning services to be provided to the Customer by the Business in accordance with this Agreement, excluding any “end of lease” cleaning services;

**“Customer”** means the person or entity named as such in the Annexure;

**“Dollar”** or **“\$”** means Australian Dollars;

**“Payment Amount”** means the amount payable by the Customer for the provision of Cleaning Services by the Business as identified in the Annexure;

**“Scheduled Time”** means the time and date the Services are to be undertaken by the Business as identified in the Annexure;

**“Website”** means [www.helping.com.au](http://www.helping.com.au) and associated Helping mobile phone applications.

1.2 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any entity, partnership, joint venture, association, corporation and any Governmental Agency;
- (e) a reference to a ‘Party’, ‘Plaintiff’ and/or ‘Defendant’ collectively refers to the respective entity and, without limitation, its directors, officers, members, employees and agents;
- (f) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit or schedule;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- (i) a reference to a document includes all amendments or supplements to, or replacements or notations of, that document;
- (j) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) a covenant of Agreement on the part of two or more persons binds them jointly and severally.

## **2. Booking**

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- 2.1. The Customer has made a Booking and agreed to pay the Payment Amount to the Business through the Website. No cash payments are to be made, and any cash provided to the Business is considered a tip.
- 2.2. The Business confirms that they are able to comply with the Booking, including the provision of Cleaning Services at the Scheduled Time and Address for the Duration.

### **3. Business' Obligations**

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- 3.1. In providing the Cleaning Services to the Customer, the Business shall:
- (a) undertake the Cleaning Services with acceptable care and skill;
  - (b) take all necessary steps to avoid any loss and/or damage to the Customer's property;
  - (c) deliver the Cleaning Services in a manner, to the greatest extent possible, which gives the desired results as agreed by the Parties;
  - (d) utilise the Duration effectively and efficiently in providing the Cleaning Services; and
  - (e) deliver the Cleaning Services in accordance with the Booked Services.
- 3.2. The Cleaning Services will be deemed to have been performed and accepted in accordance with this Agreement, if the Customer does not, as soon as practicable, but no later than 24 hours after the completion of the Cleaning Services, advise Helping that the Cleaning Services were not performed to an acceptable standard. Helping shall immediately pass on any complaints to the Business, if the Customer has not already reported the deficiency to the Business. Failure to make contact within 24 hours means Helping is unable to assist with a resolution.
- 3.3. If the Business has performed the Services unsatisfactorily, the Business and the Customer agree to negotiate in good faith to reach an agreement on the reduced time or payment. Helping will facilitate the investigation of the Customer complaint and negotiation for a dispute resolution. The Customer must provide photos of the unsatisfactory areas to Helping within 24 hours.
- 3.4. If for any reason, the Business leaves the Address prior to the scheduled end of the Duration, the Business must notify Helping as soon as practicable. If the customer allows the Business or requests that the Business personnel leave before the end of the booked time the Customer will pay for the booked duration with no time reductions.
- 3.5. If the Business does not complete the Cleaning Services within the Duration, it must notify Helping immediately that the Cleaning Services were not completed and the reason for non-completion. Helping, acting reasonably, will assist the Parties to determine whether the Booking should be extended, or a new Booking should be made. If the Parties cannot agree, the Business should leave the Address at the scheduled end of the Duration.
- 3.6. Statutory entitlements of the Customer against the Business over and above the right to a resupply of the Cleaning Services remain unaffected.
- 3.7. The Business should provide all Cleaning Products and Equipment except for a vacuum cleaner unless the Customer has chosen to supply the Cleaning Products and Equipment.
- 3.8. Cleaning Services provided are not 'end of lease' cleaning services and while the services provided will be to an acceptable standard, they will not be of the nature of an end of lease clean.

### **4. Customer's Obligations**

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- 4.1. The Customer shall do all things necessary to enable the Business to efficiently perform the Cleaning Services in accordance with the Booking.
- 4.2. The Customer shall provide the Cleaning Products and Equipment if they have chosen to do so at the time of Booking.
- 4.3. The Customer shall do all things necessary to provide a safe workplace for the Business.
- 4.4. The Customer acknowledges that if more than one person provides the Cleaning Services under the Booking, the Duration will be divided by the number of persons providing the Cleaning Services. *For example, if the Duration of a Booking is two (2) hours and the Business provides a team of two (2) persons to provide the Cleaning Services under the Booking, the Duration will be divided by the number of persons in the team providing the Cleaning Services (so in this example, the Duration will be reduced from 2 hours to 1 hour).*
- 4.5. The Customer should notify Helping of any damage caused by the Business to the Customer's

property as soon as practicable, but no later than 24 hours after the completion of the Services.

The customer agrees to only book Helping for the standard cleaning package and extra's available through the site.

- 4.6. Helping doesn't perform end of lease cleans and they are not to be booked through the Helping platform.

## **5. Payment**

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- 5.1. The Customer agrees that upon the successful completion of the Cleaning Services, Helping, on behalf of the Business will effect the automatic debit of the Payment Amount to the Customer's nominated payment method in accordance with the Website Terms and Conditions.
- 5.2. Helping will issue the Customer with an invoice in the Business' name.
- 5.3. Customer payments to Helping are processed via an overseas gateway and from time to time, financial institutions or payment providers may charge Customers an additional fee for transacting with Helping. If this occurs, the Helping customer care team, will at the request of the Customer, arrange a refund for this fee.

## **6. Changes and Cancellations**

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- 6.1. The Customer can cancel or amend a Booking on the Website through the customer profile, free of charge, up to 48 hours before the Scheduled Time.
- 6.2. If the Customer cancels or amends a Booking between 24 and 48 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to one hour of the Cleaning Fee. If the Customer cancels or amends a Booking within 24 hours before the Cleaning Service is scheduled to begin, they will have to pay cancellation costs equivalent to two hours of the Cleaning Fee.
- 6.3. The Booking cannot be amended, extended or cancelled during the performance of the Services, unless a determination has been made pursuant to clause 3.5.
- 6.4. The Customer acknowledges and agrees that if the Business is unable for any reason to perform the Cleaning Services, the Cleaning Services may be performed by another Business pursuant to the Website Terms and Conditions.
- 6.5. Any fortnightly or other recurring booking cancelled after the first cleaning will be retroactively charged the one-time cleaning rate and any reduced rates charged on the basis of the recurring booking will not apply.

## **7. Refunds**

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- 7.1. Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Business, the refund will be limited to the Payment Amount.

## **8. Termination**

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- 8.1. A Party can immediately terminate this Agreement, if the other Party breaches any material term of this Agreement.
- 8.2. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

## **9. Force Majeure**

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- 9.1. If, by reason of any event of Force Majeure which was outside the control of a Party resulting in the delay in, or prevention from, performing any of the provisions of this Agreement:
- (a) then such delay of performance shall not be deemed to be a breach of this Agreement;
  - (b) no loss or damage shall be claimed by a Party from the other by reason thereof; and
  - (c) the Parties shall use their best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure.
- 9.2. An event of Force Majeure shall mean and include fire, flood, casualty, lock out, strike, labour condition or industrial action of any kind, unavoidable accident, national calamity or riot, disease, act of God, the enactment of any act of Parliament or the act of any legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event (whether of a similar or dissimilar nature), outside the control of the Parties.

## **10. Dispute Resolution**

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- 10.1. Neither Party shall start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("**Dispute**") unless it has complied with this clause.
- 10.2. A Party claiming that a Dispute has arisen must give notice to the other party to this Agreement specifying the nature of the Dispute ("**Dispute Notice**").
- 10.3. During the fourteen (14) day period after a Dispute Notice is served (or any longer period agreed in writing by the Parties), each Party must use its best efforts to resolve the Dispute.
- 10.4. If the Dispute is not resolved following the expiration of the fourteen-day period pursuant to clause 12.3, the Parties must endeavour to jointly engage a Mediator and endeavour to agree on the Mediator's terms of engagement.
- 10.5. If the Parties fail to agree on the engagement of a Mediator and/or the Mediator's terms of engagement within twenty-five (25) days of service of a Dispute Notice, either Party may apply to a local body of accredited mediators to appoint a Mediator and determine the terms of the Mediator's engagement.
- 10.6. Any information or documents disclosed by either Party under this clause:
- (a) is on a without prejudice basis;
  - (b) must be kept confidential; and
  - (c) may not be used except to attempt to resolve the Dispute.
- 10.7. Each Party must bear its own costs of complying with this clause, and the Parties must bear equally the costs of any mediator engaged under clauses 12.4 or 12.5.

## **11. General Provisions**

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- 11.1. Time is of the essence in the performance by the Parties of their obligations under this Agreement.
- 11.2. This Agreement must not be amended except by an instrument in writing signed by each of the Parties to this Agreement.
- 11.3. The Parties acknowledge that this Agreement constitutes the entire Agreement and understanding of and between the Parties and that there are no other representations, promises, warranties, covenants, undertakings, terms or conditions, whether oral or in writing, in relation to the subject matter of this Agreement of any force or effect unless contained in this Agreement.
- 11.4. All notices, demands and other communications between the Parties for the purposes of this

Agreement shall be in writing and addressed to the Party's address stipulated in this Agreement.

- 11.5. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 11.6. This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.
- 11.7. No right under this Agreement is deemed to be waived except by notice in writing to that effect signed by each party.
- 11.8. No waiver by any party to this Agreement of a breach by any other party shall be construed as a waiver of any subsequent breach.
- 11.9. This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales